

An. Code, 1924, sec. 3. 1912, sec. 3. 1904, sec. 3. 1888, sec. 3. 1845, ch. 287, sec. 5.

3. No person having such lien shall be considered as waiving the same by granting a credit or receiving notes or other securities, unless the same be received as payment or the lien be expressly waived, but the sole effect thereof shall be to prevent the institution of any proceedings to enforce said lien until the expiration of the time agreed upon.

While mere acceptance of a note and its transfer by claimant is not a waiver of his lien, if endorsee, when the note comes due with knowledge and assent of claimant, accepts a new note from maker without claimant's endorsement, and so disposes of new note that it is beyond the control of claimant and cannot be produced or accounted for by him, the inference arises that the note was regarded as a payment and that claimant waived his lien. *Wix v. Bowling*, 120 Md. 273.

Mortgage and contract held not to amount to a waiver of lien. What will amount to a waiver? *Maryland Brick Co. v. Spilman*, 76 Md. 344; *McLaughlin v. Reinhart*, 54 Md. 76; *Sodini v. Winter*, 32 Md. 134.

The application of the last clause of this section is not limited to party with whom contract for credit is made. Fraud (in obtaining credit), held not established. *Thomas v. Turner*, 16 Md. 110.

Lien held to be waived by a special contract. *Pinning v. Skipper*, 71 Md. 348; *Willison v. Douglas*, 66 Md. 101; *Cf. Caltrider v. Weant*, 147 Md. 348 (see notes to sec. 11).

Lien held to be waived, or that the claimant was estopped to claim priority. *Goldman v. Brinton*, 90 Md. 264.

This section applied. *Blake v. Pitcher*, 46 Md. 467; *Thomas v. Turner*, 16 Md. 110; *Frederick County Bk. v. Dunn*, 125 Md. 398.

An. Code, 1924, sec. 4. 1912, sec. 4. 1904, sec. 4. 1888, sec. 4. 1838, ch. 205, sec. 2.

4. The said lien shall extend to the ground covered by such building and to so much other ground immediately adjacent thereto and belonging in like manner to the owner of such building as may be necessary for the ordinary and useful purposes of such building, the quantity and boundaries whereof shall be designated in the following manner.

A lien for the erection of buildings for a school, held to be restricted to farm tract on which such buildings were located, and not to extend to adjoining land owned by defendant. This section compared with sec. 7. *Filston Farm Co. v. Henderson*, 106 Md. 374.

Where two lots though contiguous are wholly distinct, and buildings are not located on smaller lot, which is not necessary for ordinary and useful purposes of buildings, latter will not be sold in enforcing lien. *Fulton v. Parlett*, 104 Md. 71.

Cited but not construed in *Beehler v. Ijams*, 72 Md. 195.

See sec. 15 and notes.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1888, sec. 5. 1838, ch. 205, sec. 4. 1939, ch. 754, sec. 5.

5. The owner of any lot or farm who may be desirous of erecting any building or of contracting with any person for the erection thereof may define in writing the boundaries of the lot or land or curtilage appurtenant to such building previously to the commencement thereof and file the same with the clerk of the circuit court for the county, or of the circuit court of Baltimore City, as the case may be, for record, and such designation of boundaries shall be obligatory upon all persons concerned.

Where owner fails to avail himself of this section and secs. 6, 7 and 8, he cannot avoid lien merely because too much land is claimed. *Caltrider v. Isberg*, 148 Md. 663.

Where owner fails to avail himself of this section, or of secs. 6 or 8, the decree will not be reversed because more land was directed to be sold than was necessary for ordinary and useful purposes of buildings. *Fulton v. Parlett*, 104 Md. 70.

Cited but not construed in *Filston Farm Co. v. Henderson*, 106 Md. 373.

An. Code, 1924, sec. 6. 1912, sec. 6. 1904, sec. 6. 1888, sec. 6. 1838, ch. 205, sec. 5. 1845, ch. 287, sec. 6. 1939, ch. 754, sec. 6.

6. In default of such designation of boundaries previous to the commencement of any building, it shall be lawful for the owner of such lot